



Waiver and Release from Liability

1. Subject. Participant recognizes and expressly agrees that participating in the Kinzua Youth Development Center/Kinzua Wrestling Club (referred to as KYDC/KWC) associated with indoor and/or outdoor activity is an inherently dangerous activity. Further, Participant recognizes that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee nor does Kinzua Youth Development Center guarantee Participant's safety.

2. Waiver and Release from Liability. Participant understands that KYDC/KWC assumes no responsibility for injuries or illnesses that Participant may sustain, a) as a result of Participant's physical condition, b) resulting from Participant's participation in the activity, c) as a result of another participant's or third person's actions, or d) as a result of participant's use of KYDC/KWC facilities, field, and/or equipment in connection with this activity.

The Participant releases and agrees to hold harmless, defend and indemnify Kinzua Youth Development Center and its directors, officers, employees and agents from and against any and all claims for personal injury (including loss of life) and all other losses or damages (except those caused entirely by the gross negligence or intentional conduct of KYDC/KWC) that the Participant may suffer as a result of his or her participation and /or enrolment in KYDC/KWC activities.

3. Medical Consent. Participant grants permission to KYDC/KWC and its employees and agents to take the Participant to a licensed physician for medical treatment, emergency surgery, or hospitalization if Participant becomes ill, sustains an injury, or otherwise requires medical treatment or attention and KYDC/KWC is unable to contact the Emergency Contact listed by Participant. The Participant gives consent to any licensed physician to administer drugs or medicine or to perform such medical procedures as that physician determines necessary for the relief of pain and to preserve

the Participant's life or health. Participant further authorizes **KYDC/KWC** to give first aid, CPR or other treatment by a qualified staff member to Participant.

4. Behaviour. The teaching and modelling of key values such as respect, best efforts, self-direction, and helping others will set the stage for open communication. In the event of a repeated display of inappropriate behaviour, a verbal warning will be given by **KYDC/KWC**. Should the behaviour continue, **KYDC/KWC** will call the participant's parents to discuss the situation. If, after warning and discussion, there is no improvement in the participant's behaviour, he/she will be asked to leave the program.

5. Property Loss. Participant understands and agrees that **KYDC/KWC** is not responsible for personal property that is lost, damaged, or stolen in connection with this activity.

6. Binding Effect. This Agreement shall be binding upon Participant, his or her heirs, estate, successors, and legal representatives.

7. Entire Agreement. This Agreement represents the entire agreement between the parties. This Agreement shall not be modified or amended except by an agreement in writing signed by both parties.

Acceptance. If any portions of this waiver and release are held to be invalid, Participant agrees the remaining terms shall continue to be in full legal force and effect. Participant understands and agrees that this Waiver and Release is binding upon me and my heirs, estates, and legal representatives.

Media Release: I grant **KYDC/KWC** the absolute right to copyright, re-use, publish and republish by any medium, including electronically, any photos of my child or in which they may be included, that may be taken while participating in Kinzua Youth Development Center activities.